



County of Macomb INTERNET SERVICE PROVIDER Request for Proposal

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SECTION 1 - OVERVIEW

Macomb County is located in southeastern Michigan and ranks third in population in the State, with a 2000 census total near 800,000 people, representing a 10% population growth over the 1990 census. Several larger communities populate its southern and central regions while smaller rural and agricultural communities occupy its northern region. The county encompasses 482 square miles and is bordered to the east by Lake St. Clair, a large body of water that is part of the area's Great Lakes waterway.

1.1 Purpose of the RFP

Macomb County is seeking proposals from qualified Internet Services Providers (ISP) to provide a single dedicated, secured County Internet connection and to host the County's Web sites. The desired contract term is five (5) years. The intended solution will provide the ability for municipalities within the County to use the County's private network, MACnet, to connect to the internet via the selected Provider.

1.2 Background and Scope

County employee use of the Internet ranges from email and surfing to large file transfers. Macomb County has 2,500 employees of which 75% access the internet.

Public access to the County web site ranges from informational and query transactions to full-fledge electronic commerce for the purpose of transacting business with our county departments, including the County Clerk, Courts, Treasurer and other offices dealing directly with the citizenry.

The County's web site, in fact, consists of "multiple sites", i.e., multiple URL's.

The County currently uses a 45MB T-3 connection.

Under this backdrop, the following requirements are deemed mandatory for the selected ISP:

- a. 45MB minimum bandwidth,
- b. Burstable to 100MB,
- c. Managed services including hosting, security and support up to the County's firewall,
- d. Installation/configuration support and 24x7 service for all software, equipment, and physical layer up to the County firewall
- e. Web backup, Web hosting, and maintenance services for business continuity,
- f. ASP hosting,
- g. With initial disk allocation of 130GB, scalable for future County web growth;
- h. IP address registration for the respective website environments,



- i. DNS redirection when multiple URLs are needed;
- j. Primary and redundant Domain Name services.
- k. Transfer of County's Domain Names from current ISP, if applicable, to selected ISP.
- l. Emergency restoration services in place from County D-marc to ISP D-marc.
- m. Network Operations Center operating 24x7,
- n. Trouble ticketing and status updates,
- o. Emergency response within 15 minutes of page/call, operational 24x7,
- p. Continuous monitoring services.
- q. Problem escalation procedures,
- r. Providing one point of contact for County,
- s. And two management accounts for troubleshooting and remote access by the County.
- t. User accounts for adhoc reporting



SECTION 2 - INSTRUCTIONS

2.1 ***Definitions.***

Bidder - refers to all respondents to this RFP.

Contractor - refers to the successful bidder who is awarded the contract and contracts with the County of Macomb to provide the work described in this document

2.2 ***Proposal Submission.*** Please submit responses to the Request for Proposal (RFP) to:

**Macomb County Purchasing
Attn: Ms. Polly Helzer
10 North Main Street, 13th Floor
Mt. Clemens, MI 48043
RE: 11-07 Sealed Proposal Item
Solicitation Deadline: 10:00 a.m. Tuesday, November 13, 2007**

2.3 **Responses to the RFP must arrive at the above listed address no later than 10:00 AM on the date specified above to be considered for award.**

2.4 One (1) original and three (3) copies of the response to the RFP must be furnished on or before the deadline. Responses will be retained as property of the procuring activity.

2.5 Proposals must be typed or printed in ink. All corrections made by the bidder prior to the opening must be initialed and dated by the bidder. No changes or corrections will be allowed after the RFP responses are opened.

2.6 The responses to this RFP must contain an original signature of an authorized representative of the responding firm.

2.7 The County of Macomb is not liable for any costs incurred by any respondent prior to the issuance of an executed contract. Additional charges and costs submitted at any point after Proposal award is unacceptable. Bidder will retain all risks in pricing, including mathematical calculations and judgment.

2.8 ***Bidder Meeting.*** A bidders meeting will be held at 1:30 p.m. on Tuesday, October 16, 2007 in the Board of Commissioners Conference room, 1 South Main Street, 9th floor, Mt. Clemens, Mi. **Attendance is mandatory.** This will be an opportunity to submit questions; however, answers will be mailed to all bidders in attendance.



- 2.9 ***Bid Opening.*** Responses to the RFP received prior to the time of opening will be secured unopened. RFP responses will be opened by the County of Macomb office at the specified time and no Proposals received thereafter will be considered. Responses received after the scheduled receipt time will be marked "TOO LATE" and will be returned unopened to the respondent.
- 2.10 The County of Macomb will not be responsible for the premature opening of an RFP response not properly addressed as identified in paragraph 2.2 above on the outside of the envelope. Failure of a bidder to properly address an RFP response may classify the entire response as "non-responsive".
- 2.11 ***Final Award/Contract.*** This RFP and bidder's response will become part of the contract document. The intent of this RFP document is to include all items necessary for proper execution and completion of the work for configuring and installing the system.
- 2.12 ***Contract Award Basis.*** A contract will be awarded to the responsible bidder whose Proposal represents the combination of technical merit and cost most advantageous to the County of Macomb. Bidders are advised that the County of Macomb may make award to other than the low cost bidder. The County of Macomb reserves the right to determine which Proposal demonstrates the requisite competence and offers the greatest value.

Bids will be analyzed with respect to, but not exclusively, the following criteria:

- Current availability of a packaged solution in productive use
- Compliance with system requirements
- Completeness of Bidder questionnaire
- Product maturity, (i.e., stability, use, technology)
- Product demonstrations
- Organizational ability, (i.e., implementation support, post-implementation support, training, responsiveness)
- Organizational experience with respect to the proposed system
- Organizational structure, (i.e., local support, help desk, etc.)
- Documentation
- Cost, (i.e., purchase and installation, maintenance, support)
- Compliance to bid response formats and completeness of response
- Business position
- Future strategies



- 2.13 The County of Macomb reserves the right to accept or reject any or all RFP's and to waive any irregularities in the best interest of the County of Macomb.
- 2.14 ***Alternate Proposals.*** All Proposals should address all information in the agreement outlined in this RFP. Any deviation or variation from the requested format must be presented under a separate cover and should be marked as an alternate Proposal. The use of alternate Proposals is at the discretion of the County of Macomb.
- 2.15 ***Questions.*** Questions concerning Request for Proposal interpretation should be directed in writing to the following person listed below. Bidder may fax, mail, or email a written request with questions to:

Bid Process Requirements

**Ms. Polly Helzer
Macomb County Purchasing,
13th Floor
10 North Main Street
Mt. Clemens, MI 48043
Fax: (586) 469-6612
Email donna.sutherland@macombcountymi.gov**

All questions must be submitted in writing; phone calls will not be accepted. All bidders will be provided a copy of the written response, including the question and the County's response.

Deadline for bidder questions is Monday, October 29, 2007, @ 4:00 p.m.

- 2.16 ***Response Format.*** Bidder's response must include the following information in the same order and format sequence:

Section 1. *Cover letter* (optional)
Company information, including
Company background
Local organization support
Regional branch office support
Principal line of business
Corporate strategic plan for Internet and Web services
Training and retention of qualified company staff



A copy of your most recently audited financial statements; if publicly traded, provide a copy of the form 10-Q for that quarter which ended your most recent fiscal year

- Section 2. *Description of technical solution(s)*
NOTE: See SECTION 4 for requirements (contained herein)
- Section 3. *Completed Bidder questionnaire* (contained herein)
- Section 4. *Completed system requirements checklist* (contained herein).
- Section 5. *Implementation Plan*, including
Project plan with timeline showing milestones and durations including estimates of the actual person days and elapsed time required for service to be activated
Company resource allocation and responsibilities
Company individual resource qualification and experience including training, certification and experience
Subcontractor qualification and experience including training, certification and experience
County IT resource allocation and responsibilities
County Client department resource allocation and responsibilities
- Section 6. *Pricing Summary Worksheet* – See SECTION 4 of RFP for required format
- Section 7. *Security and Confidentiality*
Describe how Customer data is handled as part of your monitoring process, i.e., is it accessible or readable.
- Section 8. *Bidder References and Customer List*
At least three must be provided.
Must be similar in size to the County of Macomb. Indicate how long reference has been using the product. References are not restricted to governmental references.
Provide a Customer list (separate from references).
- Section 9. *Bidder Compliance Worksheet* - See Attachment A for required format
- Section 10. *Contract* – Attach a copy of your ISP and Web Hosting Services and Support Agreement
- Section 11. *Summary of Recommendation*
- Section 12. *Product brochures and literature*
Prior submissions do not satisfy this provision

All information requested in section 2.16 is required for the bid to be considered complete. These requirements will be evaluated by the County of Macomb.

- 2.17 ***Offer Period.*** All Proposals shall remain firm for a period of one hundred and eighty (180) days after official opening of the Proposals.



- 2.18 **Publication.** The successful bidder (contractor) shall not, without first obtaining the written consent of the Purchasing Manager, in any manner, advertise or publish the fact that bidder has contracted to furnish the County of Macomb with the services or material ordered.
- 2.19 **Delivery and Acceptance.** The Proposal must be F.O.B. destination, and include the cost of shipping, storing, and delivery of the supplies and/or equipment. Also, the assembly and calibration of equipment must be included. The County of Macomb's acknowledgment of supplies or equipment delivery shall not constitute acceptance of the supplies or equipment. Acceptance takes place after the County of Macomb has inspected and determined the supplies or equipment meets all requirements and service levels are met. Any discrepancies or performance deficiencies noted at the time of acceptance shall be reviewed and the successful bidder shall produce a schedule for corrective action. Should the successful bidder fail to deliver in accordance with the promised delivery schedule or should an emergency supply situation prevail, the County of Macomb reserves the right to purchase an immediate supply from another source.
- 2.20 **Equipment Age.** All equipment must be new, (i.e., in current production and considered state-of-the-art at the time of installation). Remanufactured, refurbished, or reconditioned equipment shall not be provided unless specifically identified in the format proposal; however, is subject to rejection. Any deviation from the specifications must be described in detail or the item offered will be assumed to meet specifications.



SECTION 3 – TERMS AND CONDITIONS

- 3.1 ***Compliance with Laws.*** As applicable, Contractor specifically warrants and guarantees to the County of Macomb that all proposed products are in compliance with Federal, State and local laws, including but not limited to:

Federal Fair Trade Commission Act
Federal Trade Commission Trade Practice Rules
Fair Packaging and Labeling Act
Federal Food, Drug, and Cosmetic Act
Consumer Product Safety Act of 1972
Federal Insecticide, Fungicide, and Rodenticide Act
Federal Hazardous Substances Act (including the former Federal Caustic Poison Act)
Fair Labor Standards
Wool Products Labeling Act
Occupational Safety and Health Act of 1970
Michigan Occupational Safety and Health Act of 1976
Flammable Fabrics Act

- that contractor will comply with all applicable provisions of Executive Order 11246 and Executive Order 11375, as amended, which requirements are incorporated herein by reference: the Vietnam Era Veterans Readjustment Act of 1974, Executive Order 11701; the Rehabilitation Act of 1973, executive Order 11758; and the rules, regulations, and relevant orders of the Secretary of Labor.
 - that contractor does not maintain or provide for its employees any segregated facilities. Contractor agrees that a breach of this Section is a violation of the Equal Opportunity Clause.
 - that contractor does not discriminate on the basis of religion, race, creed, national origin, sex, age or handicap and will comply with all applicable Equal Opportunity requirements.
- 3.2 ***Product Return.*** Should it become necessary to return product(s) to the contracted bidder, the County of Macomb will not be assessed a restocking fee.
- 3.3 ***Product Substitution.*** If the bidder is unable to cure any defect in quality, quantity, or delivery, the County of Macomb may contract with a substitute supplier and the original successful bidder in default, agrees to credit the pricing difference.



- 3.4 ***Liability of Materials.*** The contractor shall assume complete responsibility for protecting its work and stored materials from theft, vandalism, and all other risks. Work damaged or materials stolen, whether paid for by the County of Macomb or not, shall be replaced by the contractor at no cost to the County of Macomb.
- 3.5 ***Acceptance.*** All product(s) will be received by the County of Macomb subject to its right of inspection and rejection. The County of Macomb shall be allowed a reasonable period of time to inspect and test the product(s). The acceptance of software products will be predicated on the completion of a fully integrated users' acceptance test. It is required that all software products pass the user acceptance testing cycle to be accepted by the county. The County of Macomb will notify the contractor of any non-conformance with the terms and conditions of this agreement. The County of Macomb may reject any product(s), which do not conform to the terms and conditions of this agreement. Product(s) so rejected may be returned to the contractor or held by County of Macomb at contractor's risk and expense. Upon rejection of the product(s) by the County of Macomb, contractor shall immediately refund all payments made to contractor by the County of Macomb under this Agreement.
- 3.6 ***Macomb County Employment Status.*** Contractor's employees, or subcontractor's, who are on site of the County of Macomb premises are not Macomb County employees, and are not subject or benefited by the County of Macomb. The Contractor is responsible for all workers' compensation issues related to labor that Contractor provides to the County of Macomb.
- 3.7 ***Notice of Labor Disputes.*** Whenever an actual or potential labor dispute is delaying or threatens to delay the timely performance of this agreement, contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the County of Macomb. Contractor shall insert the substance of this paragraph in any subcontract hereunder so that each such subcontract shall provide that, in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify contractor of all relevant information with respect to such dispute.
- 3.8 ***Advisement of Delays.*** The Contractor will advise the County of Macomb immediately of any problems or potential problems, which may affect the installation date. Contractor will not be liable for damages caused by delay in delivery due to acts of God of the public enemy, acts of the Federal and State government, fires, floods, quarantine restrictions, freight embargoes, or other causes not involving contractors fault or negligence and, unless the materials or supplies or work to be furnished under a subcontract are procurable in the open



market, delays of a subcontractor due to such causes provided that contractor notifies the County of Macomb within five (5) days after such delays become apparent. If the delays exceed thirty (30) days, the County of Macomb may terminate this Agreement and shall receive from the contractor, an immediate refund of all payments made to contractor by the County of Macomb under this agreement.

- 3.9 ***Licensure.*** The contractor shall secure at contractor's expense; all permits necessary to perform this work and shall pay fees required by the city, state, or federal governments. County of Macomb shall be held blameless if the contractor fails to do so.

3.10 ***Insurance.***

COMMERCIAL GENERAL LIABILITY INSURANCE

Shall be written on an occurrence basis with limits of Liability of not less than \$1,000,000 (one million dollars) as combined single limit for each occurrence of bodily injury and personal injury with an annual aggregate of not less than \$2,000,000 (two million dollars). The policy shall include;

- a. Contractual Liability
- b. Products and Completed Operations
- c. Independent Contractors Coverage
- d. Broad Form General Liability Extensions or equivalent

WORKERS' COMPENSATION

Workers' Compensation Insurance meeting Michigan statutory requirements. Employer's Liability Insurance with minimum limits of \$500,000 each accident, \$500,000 bodily injury by disease policy limit, \$500,000 bodily injury by disease each employee.

AUTOMOBILE LIABILITY INSURANCE

Motor Vehicle Liability Insurance including Michigan NO-FAULT Coverage for all vehicles, owned and non-owned, leased and hired used in the performance of this contract with limits of \$1,000,000 (one million dollars) as the combined single limit for each occurrence for bodily injury and property damage.

All certificates of insurance and duplicate policies shall contain the following:



PROFESSIONAL LIABILITY/ERRORS & OMISSIONS

Professional Liability Insurance with minimum limits of \$1,000,000 (one million dollars) each occurrence and \$2,000,000 (two million dollars) aggregate.

The County of Macomb shall be named additional insured on all policies (excluding Worker's Compensation) and the underwriters will have no right of recovery or subrogation against the County of Macomb including its agents, employees, elected and appointed officials and agencies. It being the intention of the parties that the insurance policy so effected will protect both parties in primary coverage for any and all losses covered by the subject policy. The insurance carrier(s) must have an A.M. Best rating of no less than an A-, VII.

The insurance company(s) issuing the policy or policies will have no recourse against the County of Macomb for payment of any premiums or for assessments under any form of policy.

The contractor will assume any and all deductibles in the above any and all deductibles in the above-described insurance policies.

The term "INSURED" is used severally, not collectively, but the inclusion in this policy of more than one insured will not operate to increase the limit of the County's liability.

All certificates are to provide (20) days notice of material change or cancellation. Certificates of insurance must be provided no less than (10) working days before commencement of work to the County of Macomb, Administration Building, One South Main Street, Mt. Clemens, Michigan 48043 Attention: Department of Risk Management.

- 3.11 ***Indemnification.*** Macomb County will not be responsible for injury to contractor's employees, subcontractors, or to third parties caused by the contractor's agents, servants or employees. Therefore, the contractor agrees to incorporate the below hold harmless agreement into the required insurance and to be evidenced by being contained in the certificate of insurance. Further, the below listed indemnification is incorporated and is part of the subject contract.

The contractor agrees to protect, defend, indemnify and hold the County of Macomb and its commissioners, officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, legal fees, liens, demands, court costs, obligations, actions, proceedings or causes of action of



every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc. relating to personal injury, death, damage to property, defects in materials or workmanship, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc. at his sole expense and agrees to bear all other costs and expenses related hereto, even if it (claims, etc.) is groundless, false or fraudulent. In any case in which this indemnification would violate legal prohibition, the foregoing provision concerning indemnification shall not be construed to identify the County for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the County, its commissioners, officers, employees or agents.

3.12 ***Governmental Immunity.*** Contractor agrees nothing in this Agreement shall be construed as waiving any and all governmental immunity provided to the County of Macomb under the Governmental Claims Act or by a court of law.

3.13 ***Warranty.*** Contractor warrants that all product(s):

- will comply with all applicable laws, rules and regulations
- will be free from defects in material and workmanship
- will conform to specifications, drawings, other descriptions, and samples accepted by the County of Macomb
- will be merchantable
- if ordered for a stated purpose, will be fit for such purpose

Contractor also warrants that, to the extent such product(s) are not manufactured pursuant to detailed designs furnished by the County of Macomb; they will be free from defects in design. Such warranties, including warranties prescribed by law, shall run to the County of Macomb, its customers and patients, and to end users of the product(s) for a period of one (1) year after acceptance by the County of Macomb or such longer period as may be prescribed by law or additional agreement.

3.14 ***Performance Warranty.*** Contractor warrants that services will be performed in a timely and professional manner by qualified professional personnel; and that the services shall conform to the standards generally observed in the industry for similar services. Contractor warrants that the contractor's performance of the services shall be in compliance with all applicable laws, rules and regulations.



- 3.15 ***Price Warranty.*** Contractor in the response warrants that the prices charged to the County of Macomb as indicated are no higher than prices charged on orders placed by others for similar quantities on similar conditions subsequent to the last general announced price change. In the event contractor breaches this warranty, the prices of the product(s) shall be reduced accordingly and retroactively to date of such breach.
- 3.16 ***Intellectual Property Warranty.*** Contractor warrants that it is the owner of the software, or is licensed to sell the software, and that it has the legal right to grant License to the County of Macomb for the use thereof according to the terms of this Agreement.
- 3.17 ***Intellectual Property Indemnity.*** Contractor, at its own expense, shall (i) indemnify and defend, or at its option settle any claim, suit, or proceeding brought against County of Macomb by a third party alleging that any portion of the software infringes any United States patent, copyright, trade secret or other proprietary right of such third party (an "Infringement Claim"), and (ii) pay any reasonable costs and expenses incurred in defending or settling an Infringement Claim under this Agreement, or pay any settlement made by Contractor on such Infringement Claim.

If all or any material part of the software is, or in the opinion of the County of Macomb may become, the subject of a valid Infringement Claim, the Contractor shall at its expense promptly, either (i) replace the software with a compatible, functionally equivalent, non infringing software product, (ii) modify the software or take action so that the software becomes non infringing, or (iii) procure the right of the County of Macomb to continue using the software, all without any additional cost to the County of Macomb.

The Contractor's obligations under subsections (1) and (2) above are expressly conditioned upon and subject to (i) the Contractor having sole control of the defense and/or settlement of such Infringement Claim, (ii) the County of Macomb notifying the Contractor in writing of such Infringement Claim as soon as reasonably practicable and giving the Contractor authority to proceed as set forth in clause (I) above, and (iii) the County of Macomb at the Contractor's request, giving the Contractor all information known to the County of Macomb relating to such Infringement Claim and otherwise reasonably cooperating with Contractor in the defense and/or settlement of such Infringement Claim. The Contractor agrees to reimburse the County of Macomb for reasonable costs and expenses incurred by the County of Macomb in connection with providing such cooperation, against receipt of invoices therefore.



3.18 ***Contract Provision Enforceability.*** All warranties shall be construed as conditions as well as warranties. No waiver of a breach or of any provision of this agreement shall constitute a waiver of any other breach or provision. No modification, or change in, or departure from, or waiver of the provisions of this agreement shall be valid or binding unless approved by the County of Macomb in writing. The invalidity or non-enforceability of any particular provision of this agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

3.19 ***Termination.*** The County of Macomb may cancel this agreement, in whole or in part, without liability to the County of Macomb, if deliverables are not made at the time and in the quantities specified, or in the event of a breach or failure of any of the other terms or conditions hereof.

The County of Macomb may terminate this agreement in whole or in part, at any time for its convenience, by notice to contractor in writing. On receipt by contractor of such notice, contractor shall, and to the extent specified therein, stop work, and the placement of subcontracts hereunder terminate work under subcontracts outstanding hereunder, and take any necessary action to protect property in contractor's possession in which the County of Macomb has or may acquire an interest. Any termination claim must be submitted to the County of Macomb within sixty (60) days after the effective date of termination.

Any cancellation or termination by County of Macomb whether for default or otherwise, shall be without prejudice to any claims for damages or other rights of the County of Macomb whether for default or otherwise.

In the event this agreement is cancelled or terminated or the product(s) purchased are rejected by the County of Macomb, contractor shall immediately refund to the County of Macomb all amounts which have been paid to the contractor.

The County of Macomb shall have the right to audit all elements of any termination claim and contractor shall make available to the County of Macomb on request all books, records, and papers relating thereto.

3.20 ***Assignment.*** Neither party may assign this agreement or any interest herein, including any performance or any amount due or may become due, without prior written consent from the other party. Consent shall not be unreasonably withheld.



- 3.21 **Trademarks.** The County of Macomb warrants that all of the trademarks the County of Macomb requests contractor to affix to the product(s) purchased are those owned by the County of Macomb and it is understood contractor shall not acquire or claim any rights, title, or interest therein, or use any of such trademarks on any product(s) produced for itself or any one other than the County of Macomb.
- 3.22 **Escrow of Software Source Code.** Contractor shall provide a copy of the software source code to the County of Macomb for the purpose of insurance to the County should contractor cease business operations. In the alternative, contractor shall place source code in escrow with a licensed escrow agent.
- 3.23 **Payment Terms.** The tentative payment terms are as follows:
- One-time charges: Upon service first productive use
- On-going fees: month, quarterly, or annual billing
- 3.24 **Taxes.** Macomb County is a Michigan Municipal Corporation and as such is exempt from Federal Excise and Michigan Sales Taxes.
- 3.25 **Controlling Laws.** This agreement and the performance of the parties hereunder shall be controlled and governed by the laws of the State of Michigan



SECTION 4 – ISP, WEB and ASP HOSTING REQUIREMENTS, SPECIFICATIONS and PRICING

4.1 *Technical Solution*

Please describe the following:

4.1.1 *Network Infrastructure*

- i. Backbone (physical cabling type, connecting electronics) for 45MB burstable to 100 MB
- ii. Points of Presence (POPs) in Macomb County, in Michigan, and outside of Michigan
- iii. Current demarc is 10 N. Main Street, Mount Clemens, Michigan 48043; however, demarc may change post implementation, specify ability to change demarc without impact to County service availability or funding.

4.1.2 *Network Quality Assurance*

- i. routing
- ii. redundancy
- iii. diversity
- iv. sparing
- v. backup
- vi. switching
- vii. monitoring
- viii. testing
- ix. POP protection
- x. security
- xi. Other specify

4.1.3. *Web and ASP Hosting Quality Assurance*

- i. sparing
- ii. backup
- iii. switching
- iv. monitoring
- v. testing
- vi. security
- vii. other specify

4.1.4 *Web and ASP Hosting Platforms*

Specify ability to host the following:

- i. Oracle Application Server environment
- ii. .net environment



- iii. Transaction based applications
- iv. Dynamic and Static Web Pages
- v. Other specify

4.1.5 **Escalation Procedures** (specify if this is different for Internet provision and Web hosting)

4.1.6 **Service Performance Levels/Customer Remedies** (specify if this is different for Internet provision and Web hosting)

4.1.7 **Availability and Reliability** (specify if this is different for Internet provision and Web hosting)

- i. required availability of active connection/service: 99.9%
- ii. required error-free transmission rate: 99.9%

4.1.8 **ISP Facility Access**

- i. ISP agrees to permit County premises inspections
- ii. ISP agrees to permit County premises access in emergency situations
- iii. ISP agrees to permit County premises access for service/support

4.1.9 **Administration**

- i. A minimum of 2 administrative accounts are provided to the County to manage the website.
- ii. System has auto log-off feature based upon system administrator-defined period of inactivity (e.g., 30 minutes).
- iii. System prohibits access after a defined number of failed attempts to sign on to the system.
- iv. Administrative accounts are required to change from the system generic password upon initial login.
- v. Administrators will be able to change their own passwords
- vi. Passwords will be encrypted in the database and will be non-retrievable.
- vii. Administrators will be prompted for valid User ID and password upon each login attempt.
- viii. Passwords must meet Macomb County standards – minimum = 8 alphanumeric characters, 1 upper case letter, 1 number, special characters optional.

4.1.10 **Reporting**

- i. Activity and usage reports are available on a monthly and annual basis on web pages.
- ii. Ad hoc reporting is available to report activity and usage between user-defined time period.



- iii. Reporting tool includes various formats such as hi-to-low based on user-defined search/selection activity.
- iv. Up to fifty user accounts to allow for content managers to execute adhoc reports (i.e. ability to report on number of hits per a given time period)

4.1.11 ***Business Continuity / Disaster Recover***

Describe your BC/DR plan and procedure in the event your facility incurs an outage.

4.2 ***Costing and Billing***

The following tables identify related cost items and are to be used to complete costing information. Table formats should be adhered to as much as possible; however, it is recognized that some variance can be expected. For instance, if services are bundled indicate this with a notation of "included." Pricing options available under differently packaged offerings should be attached as a separate section titled "Other Costing Options," and ensure all components are clearly identified along with relevant contract duration terms, if applicable.

4.2.1 ***Bandwidth Provisioning, Physical Circuit and Equipment***

DESCRIPTION	COST – ONE TIME	COST – RECURRING	NOTES Specify terms here
45Mbps			
burstable to 100Mbps			
Other increments, specify:			
Other, specify:			
TOTALS:			

***NOTE:** The County's current interface is a CISCO7204 UXR that contains an enhanced ATM card with TX and RX uplinks. Please specify if the current interface can or cannot be used.



4.2.2 Web Hosting Services

DESCRIPTION	COST – ONE TIME	ANNUAL COST	HOURLY T/M
Corporate Web Site Hosting w/ 130Gb disk space 2 maintenance accounts FTP/TFTP/SFTP/ services News service IP address registration DNS services (Multiple URL's)			
Transfer existing Web pages from Current ISP; if applicable			
Transfer of existing applications from Oracle Application Server environment			
Other, specify:			
TOTALS:			



Attachment A

Bidder Compliance Worksheet

IMPORTANT NOTE: Bidder by submitting this bid agrees that bidder understands the stated paragraphs and agrees to comply in full.

Bidder shall mark the "Exception" column for each paragraph item that the bidder does not agree to comply in full. "Exceptions" to the stated requirements must be fully explained in an Appendix to the Bidder's response to the RFP with each paragraph item identified by number and description.

Paragraph	Description	Exception
	Section 2 – Instructions	
2.1	Definitions	
2.2	Proposal Submission	
2.3	Response due date	
2.4	Quantity of RFP responses	
2.5	Adherence to bid presentation requirements	
2.6	Original authorizing signature for response	
2.7	Bid response cost acceptance	
2.8	Bidder Meeting/Walkthrough	
2.9	Bid Opening	
2.10	Adherence to bid addressing requirements	
2.11	Final Award/Contract	
2.12	Contract Award Basis	
2.13	Right of Refusal	
2.14	Alternate Proposals	
2.15	Questions	
2.16	Response Format	
2.17	Offer Period	
2.18	Publication	
2.19	Delivery and Acceptance	
2.20	Equipment Age	



	Section 3 – Terms and Conditions	
3.1	Compliance with Laws	
3.2	Product Return	
3.3	Product Substitution	
3.4	Liability of Materials	
3.5	Acceptance	
3.6	Macomb County Employment Status	
3.7	Notice of Labor Disputes	
3.8	Advisement of Delays	
3.9	Licensure	
3.10	Insurance	
3.11	Indemnification	
3.12	Governmental Immunity	
3.13	Warranty	
3.14	Performance Warranty	
3.15	Price Warranty	
3.16	Intellectual Property Warranty	
3.17	Intellectual Property Indemnity	
3.18	Contract Provision Enforceability	
3.19	Termination	
3.20	Assignment	
3.21	Trademarks	
3.22	Escrow of Software Source Code	
3.23	Payment Terms	
3.24	Taxes	
3.25	Controlling Laws	